**COMMUNITY DEVELOPMENT COMMISSION**
**of the County of Los Angeles**
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*Commissioners*

**Carlos Jackson**
*Executive Director*

March 20, 2007

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AMENDMENT NUMBER TWO TO THE LANDSCAPE ARCHITECTURE SERVICES AGREEMENT FOR FLORENCE AVENUE STREETSCAPE PROJECT (2)**
**(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of the expansion of the Design Development, Construction Documents, Bidding Assistance, and Construction Observation phases for the Florence Avenue Streetscape Project, along both sides of Florence Avenue from Central Avenue to Compton Avenue and the south side of Florence Avenue from Compton Avenue to Graham Avenue, is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

2. Approve Amendment Number Two to the Agreement for Professional Services between the Community Development Commission (Commission) and ah'bé landscape architects (the Consultant) to expand the consultant's services for the Florence Avenue Streetscape Project (Project) in the unincorporated Second Supervisorial District, presented in substantially final form, for two additional years.

3. Authorize the Executive Director to use for this purpose an additional $352,700 in Community Development Block Grant (CDBG) funds allocated to the Second Supervisorial District, $175,000 of which is included in the Commission's Fiscal Year 2006-2007 budget, the

remainder of $177,700 will be requested through the annual budget process.

4. Authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of the Notice to Proceed, which will be issued within 30 days following the date of Board approval.

5. Authorize the Executive Director to negotiate and execute future amendments to the Agreement including an extension of the time of performance for up to one additional year to complete the Construction Observation phase of the project, and to set aside a maximum contingency fund of $35,270 in CDBG funds allocated to the Second Supervisorial District, to be approved through the annual budget process, for unforeseen conditions, contingent upon satisfactory performance by the Consultant and approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to approve Amendment Number Two which will authorize the Consultant to complete additional landscape design services, hire additional subconsultants that were not included in the original Agreement, and perform necessary and related work for the improvement of Florence Avenue. The proposed Amendment to the Agreement will enable the Consultant to provide services for that portion of the Project that falls within the Second Supervisorial District.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The Commission will fund the additional services with $352,700 in CDBG funds allocated to the Second Supervisorial District. The current multi-year Agreement amount will increase from $169,000 to $521,700.

The third year of the Agreement will be funded with $175,000 in CDBG funds allocated to the Second Supervisorial District included in the Commission's approved Fiscal Year 2006-2007 budget. Funds for the fourth and fifth years of the Agreement will be requested through the annual budget process.

A 10 percent contingency, in the amount of $35,270 for the remainder of the contract term, is also being set aside to provide for unforeseen needed services, using the same yearly source of funds described above. The contingency funds will be requested through the annual budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Florence Avenue is a major east-west commercial thoroughfare that passes through the communities of Florence, Walnut Park, and Huntington Park. The Florence Avenue Streetscape Project extends along an approximately 2.2-mile length of Florence Avenue, from Central Avenue in the unincorporated Second Supervisorial District, to Mountain View Avenue in the unincorporated First Supervisorial District and the City of Huntington Park. Amendment Number Two covers that portion of the project that is within the Second Supervisorial District.

The project will improve the Florence Avenue commercial corridor by constructing and repairing curbs, gutters and sidewalks, adding green space, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses.

On August 17, 2004, your Board approved the award of the original two-year Agreement in the amount of $150,000, including an approved contingency of $19,000. The original Agreement provided for design work to be completed in six phases: preliminary, concept design (including community outreach), design development, construction documents, bidding assistance, and construction observation. Authorization for the Consultant to hire subconsultants beyond the preliminary and concept design phases was not included.

In May 2006, the Executive Director approved Amendment Number One, in the amount of $19,000, which authorized the Consultant to prepare concept design number three in order to conclude the preliminary and concept design phases, extended the term of the Agreement to September 17, 2007, and increased the Agreement amount to the maximum of $169,000.

Now that the preliminary and concept design phases have been successfully completed, it is necessary for the Consultant to hire subconsultants to complete the design development and construction documents phases. The Commission and Consultant negotiated a mutually agreeable fee of $352,700 for these additional services, which are detailed in the attached Amendment Number Two, which increases the final Agreement amount to $521,700.

The Consultant will be solely responsible for the completion of the project through the construction documents phase, and will submit the final construction documents (plans and specifications) to the Department of Public Works (DPW) for final plan check approvals. DPW will then perform environmental review, bid the project, award a construction contract, subject to Board approval, and monitor all activities during the construction observation phase. The Consultant will serve in an advisory capacity by answering questions during the bidding phase, assisting the Commission and DPW in

the construction phase by choosing trees, reviewing and approving submittals, and making periodic site visits to ensure that the work conforms to the design.

It is anticipated that the remaining design development, construction documents, environmental review, and bidding phases can be completed in time to start construction of the Second Supervisorial District portion of the Project in Spring 2008. If funding becomes available for the construction of the portion of the project that falls within the First Supervisorial District, the Commission will return to your Board for approval of an additional amendment to include those design development, construction documents, bidding assistance, and construction observation services.

The project is federally funded, and is subject to the requirements of the Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) program implemented by the County of Los Angeles. Should the Consultant require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN/GROW Program who meet the firm's minimum qualifications for the open positions. The County will refer GAIN/GROW participants by job category to the Consultant.

The Amendment has been approved as to form by County Counsel.

## ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a) (8) because it involves design activities that will not have a physical impact or result in any physical changes to the environment. The action is not subject to the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines of 15060 (c) (3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

## CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

In support of the Commission's mission to Build Better Lives and Better Neighborhoods, this project can help reduce crime and the fear of crime in the built environment by incorporating five interconnected and overlapping CPTED principles: access control, natural surveillance, activity support, territorial reinforcement (neighborhood identity), and image and maintenance. Specifically, new bus shelters with semi-permeable sides will increase natural surveillance and reduce the quantity of graffiti-prone surfaces. New seating areas with planters and other such physical improvements as new trees and crosswalk paving also support the CPTED principles of activity support, neighborhood identity, and image and maintenance.

**IMPACT ON CURRENT PROJECT:**

The Florence Avenue Streetscape Project will serve to meet national CDBG objectives for benefiting low- and moderate-income neighborhoods by increasing pedestrian safety and contributing to the long-term economic viability of the area.

Respectfully submitted,

Bobbette A. Glover
for CARLOS JACKSON
Executive Director

Attachments: 1

## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement for Professional Services ("Agreement") first entered into on September 17, 2004 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "Commission", and ah'bé Landscape Architects, hereinafter called "Consultant" to provide professional landscape architecture and related services for the Florence Avenue Streetscape Project, shall be hereby amended according to the authority of said Agreement, in section 40.0, to include additional services and compensation as follows:

A. ADDITIONAL SERVICES

1. Amend Section 4.1, SCOPE OF WORK, to significantly expand the Design Development, Construction Documents, and Construction Administration phases for the Second District portion of the project, as described herein. These additional services are expanded primarily due to the fact that all necessary subconsultants including civil, demolition, hardscape, planting, irrigation, traffic engineering, graphic design, lighting design and engineering, outreach consultant, and structural engineering are now added to this Agreement, instead of these portions of the design work being performed by the Los Angeles County Department of Public Works (DPW). Following a written Notice to Proceed, Consultant shall perform the following:

2. Design Development

    a. Prepare Underground Utility plans.
    b. Study points of connection for water and power.
    c. Prepare Standard Urban Stormwater Mitigation Plan (SUSMP).
    d. Prepare Storm Water Pollution Prevention Plan (SWP3).
    e. Study feasibility of bulb-outs.
    f. Finalize locations for proposed improvements.
    g. Develop Conceptual Design into refined plans at a scale of 1" = 20'.
    h. Prepare analysis of existing lighting conditions.
    i. Prepare traffic study for Florence/Graham intersection.
    j. Prepare preliminary graphics package.
    k. Progress meetings (2) with Commission and Supervisors to review graphics.
    l. Prepare scale model of proposed monument sign.

m. Prepare preliminary structural analysis of monument signs.
n. Prepare progress specifications, DPW's SSPWC format.
o. Prepare preliminary statement of probable construction cost.
p. Progress meetings (3) with Commission.
q. Coordinate with DPW and other agencies.
r. Retain S. Groner and Associates to provide outreach services including four meetings to coordinate communications, preparation of community data base and mailing labels, and facilitation of two community meetings. Community meeting facilitation shall include simultaneous translator and meeting expenses.
s. Submit DD documents to Commission and DPW for review.
t. Design Development Deliverables:
    i Community meeting mailing list database.
    ii Meeting minutes of community meetings.
    iii Cost estimate.
    iv Progress specifications.
    v Progress construction documents, LA County Public Works format at a scale of 1"=20'. District 2: 36 sheets

3. Construction Documents
    a. Finalize demolition plans.
    b. Finalize road plans and details.
    c. Finalize points of connection for water and power.
    d. Prepare structural design for bus shelter and pedestrian light footings.
    e. Finalize layout plans with enlargements at 1"=10' showing horizontal control dimensions and construction detail call-outs.
    f. Finalize planting plans and details.
    g. Finalize irrigation plans and details.
    h. Finalize pedestrian light locations and circuiting.
    i. Finalize traffic plans and details.
    j. Finalize graphics package.
    k. Finalize structural design for monument sign.
    l. Finalize specifications.
    m. Prepare statements of probable cost at 50% and 100% CDs.
    n. Progress meetings (4) with CDC.
    o. Coordinate with DPW and other agencies.
    p. Submit CD documents to CDC & DPW for review, and make all corrections.
    q. Construction Documents Deliverables:
        i Cost estimates.
        ii Complete specifications, ready for bidding.
        iii Complete construction documents, LA County Public Works format at a scale of 1"=20'. District 2: 36 sheets, plus enlargements and details.

4. Construction Observation
   a. Attend a pre-construction meeting organized by DPW.
   b. Make all necessary scheduled site visits to review progress, to assist DPW in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications.
   c. In-house field coordination (i.e. addenda, RFIS, phone clarifications).
   d. Select 24" box trees and larger, observing conformance to Specifications.
   e. Review shop drawings and submittals.
   f. Prepare meeting notes after site visits.

B. SCOPE

1. The above Additional Services are in support of the final confirmed Second District design scope of work, as follows:
   a. Pedestrian lighting.
   b. Midblock crosswalks.
   c. Paver crosswalks.
   d. Pedestrian crossing signal upgrades.
   e. Site furniture, including bus shelters, benches and trash receptacles.
   f. Sidewalk and curb and ramp replacement.
   g. Corner bulb-outs into side streets at every intersection.
   h. Median extension at Blue Line crossing.
   i. Signage and gateway monuments.
   j. Street trees, planting areas and irrigation.

C. CONDITIONS

1. The First District portion of the streetscape is excluded from this Amendment and will be negotiated and incorporated separately at a later date.
2. Reimbursable expenses are hereby included and built into the agreed upon lump sum.
3. The Consultant will receive final direction on graphics, signage and monuments before Construction Documents Phase begins.
4. The Commission shall provide electronic files of any additional survey data required.
5. The design team will not attend any additional community meetings or workshops beyond the two community meetings that remain in the existing Agreement.
6. A written Notice to Proceed for each phase constitutes approval of prior design and material selections. Design changes in subsequent phases will be considered Additional Services and will be documented and negotiated.

D. EXCLUSIONS

1. Geotechnical investigation and reports.
2. Plan check fees.

E. TERM

Amend Section 3.0, TERM, to add two additional years to the term of the Agreement, until the anticipated end of construction for Second District potion, which extends this Agreement until September 17, 2009.

F. COMPENSATION

Amend Section 9.0, COMPENSATION, as follows: Compensation for the above additional services shall be a not-to-exceed fee of THREE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED DOLLARS ($352,700), for a new total Agreement not-to-exceed fee of FIVE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED DOLLARS ($521,700).

D. All other terms and provisions of the original Agreement shall apply and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be signed by their duly authorized officers.

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By_____
CARLOS JACKSON
Executive Director

Date:_____

Approved as to form:
RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

ah'bé Landscape Architects

By_____
CALVIN R. ABE
Principal

Date:_____

Approved as to program:
CORDÉ CARRILLO
Director

By_____